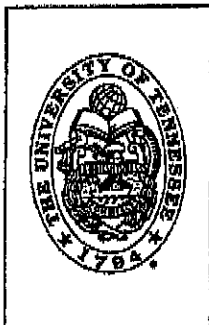


CONTRACT #5
RFS # NA
UT Tracking # 90063

University of Tennessee
College of Medicine

VENDOR:
UT Medical Group, Inc.



THE UNIVERSITY OF TENNESSEE

Office of the Vice President for Administration and Finance

711 Andy Holt Tower

Knoxville, TN 37996-0174

Phone: 865-974-2243

Fax: 865-974-1324

FAX

TO: <i>Leri Chick</i>	FROM: <i>Diane McNeil</i>
FAX #:	DATE: <i>2/21/05</i>
PHONE:	PAGES: <i>4 / including cover</i>
SUBJECT:	COPY:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☒ FYI
☐ Original Will Be Mailed ☐ Original Will Not Be Mailed

• COMMENTS:

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FISCAL REVIEW

Revised November 1, 2004

THE UNIVERSITY OF TENNESSEE
JUSTIFICATION FOR NON-COMPETITIVE PURCHASES AND CONTRACTS
Values of \$50,000 or More

Contract Tracking Number

90763

Requisition Number for Items Processed through Purchasing: _____

This form must be completed for all non-competitive purchases for goods or services that are secured either through a purchasing requisition or a contract for expenditures of \$50,000 or more. This form and any other documents that support the justification of a non-competitive purchase must be approved in advance of securing the goods or services. Approvals include the Department Head, Director of Purchasing, and the Chief Business Officer or their designees. The Chancellor or Vice President or designee must approve expenditures of \$100,000 or more. The Vice President for Administration and Finance, or designee, must approve expenditures of \$250,000 or more.

Non-competitive service contracts, including amendments that cumulatively exceed \$250,000 must be routed to the Tennessee Legislative Fiscal Review Committee for comment. The Fiscal Review Committee has 15 days from the receipt of the contract information for comments. A minimum of 30 days will be required to process service contracts exceeding \$250,000.

Information Related to the Purchase of the Goods or Services**1. Type of Request:**

Non-Competitive Contract (Sole-Source) ☒
Contract thru Purchasing ☐
Requisition thru Purchasing ☐

2. Prepared By:

Name: Judy A. Pantall
Email address: jpantall1@utmem.edu
Phone No: 901-448-4077

3. Cost Center or WBS Element:

Name: College of Medicine
Number: R073202078

4. Proposed Contractor or Vendor:

Name: UT Medical Group, Inc
Address (Street): 66 North Pauline #101
Address (City, State, and Zip Code): Memphis Tennessee 38016

Revised November 1, 2004

5. Effective Date:

Beginning Date	July 1, 2004
Ending Date	June 30, 2009

6. Estimated Cost:

1,861,180.25

7. Source of Funds (e.g. state funds, federal funds, etc.):

State funds

8. Is this an amendment to an existing contract/purchase order?☐ Yes☒ No**9. If Yes,**

Number of Original Contract/Purchase Order
Beginning Date of Original Contract/Purchase Order
Amount of Original Contract/Purchase Order
Accumulated Cost with this amendment

10. Describe the primary reason the University is entering into this contract/purchase

For clinical specialty Services provided to meet the needs of the State.

11. Describe the goods or service to be acquired.

Clinical Specialty Services that are on site at Arlington for the fragile Developmental Disability population at Arlington Developmental Center.

12. Is there an urgent need or an emergency preventing competitive methods?☐ Yes☒ No☐ N/A

If yes, please explain:

Revised November 1, 2004

13. Is there only one product or service that can meet the specific needs or must the product or service be provided by this particular source.

☒ Yes ☐ No ☐ N/A

If yes, please explain:

Under the provisions of the U.T./UTMG Affiliation agreement, in order to full fill the requirements of the State of Tennessee at Arlington. The agreement the University must contract out to provide who is capable of providing on-site services at Arlington Developmental Center. In order to be less effective the University uses its own physicians who are affiliated with U.T. Medical Group and can render these speciality services.

14. Does proposed contractor or vendor have experience providing same or similar goods or services?

☒ Yes ☐ No

15. Has the department ever purchased these same goods or services from this vendor?

☒ Yes ☐ No

If yes, what procurement method was used? (Ex. Competitive, Non-Competitive, etc.)

This is a non-competitive contract. UTMG has provided these services since 1994. This State was under and is still under a Federal Court Order.

16. If for services, was an effort made to use existing University employees to perform services?

☒ Yes ☐ No

If no, why not?

17. Is the contract for services from another governmental unit, such as a State or federal agency, or from another college or university?

☒ Yes ☐ No

Justification

A complete justification must be provided to explain why the University should acquire the goods or services through non-competitive procurement request rather than through a competitive process. (Note: Being the "only known" or "best" is not deemed adequate justification.)

Under the provisions of the U.T./UTMG Affiliation agreement, in order to full fill the requirements of the State of Tennessee at Arlington. The agreement is the University must contract out to provide who is capable of providing on-site services at Arlington Developmental Center. In order to be less effective the University uses its own physicians who are affiliated with U.T. Medical Group and can render these speciality services.

THE UNIVERSITY OF TENNESSEE

CONTRACT

This Contract, made and entered into on Oct 5, 2004, documents the agreement between The University of Tennessee (hereinafter University) and UT Medical Group Inc. (hereinafter Contractor).

This Contract consists of this cover page, the University's Standard Terms and Conditions (on reverse), and 34 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

Contractor will provide the following:

UTMG, Inc. agrees to provide in compliance with the Grant #87149 between the State of Tennessee and the University of Tennessee a variety of Medical Specialty consultation and services to the Special needs population at Arlington Developmental Center and their community Class members, as further defined in this grant. Medical or other clinical personnel performing services under this contract may be referred to herein as "Consultants" or "Specialist" consultants. See attached.

The period of performance under this contract is from July 1, 2004 through June 30, 2009. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The University will compensate the Contractor \$ _____ per * See attached

Other payment terms:

*See Attached

**See Attached

The University's maximum liability under this Contract is \$ 1,861,180.25.

Other terms (N/A if none):

1st Period: \$ 336,871.00 for the period beginning July 1, 2004 and ending June 30, 2005.
2nd Period: \$ 353,879.25 for the period beginning July 1, 2005 and ending June 30, 2006.
3rd Period: \$ 371,085.00 for the period beginning July 1, 2006 and ending June 30, 2007.
4th Period: \$ 389,898.00 for the period beginning July 1, 2007 and ending June 30, 2008.
5th Period: \$ 409,467.00 for the period beginning July 1, 2008 and ending June 30, 2009.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Signature

Steven Burkett

Name (Printed)

President

Title

66 North Pauline

Address

Suite 101

901-448-6936

Telephone Number

62-1162462

SSN or Fed. Id. No.

Rev. 2-1-97

FOR UNIVERSITY:

College of Medicine

Department Name

Arlington Contract/ R073202078

Responsible Account
(If applicable)

Administrative Signature

(Optional)

Authorized Official

Raymond H. Colson
Vice Chancellor / Administration

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).

CONTRACT SUMMARY

RFS Number: 889.26-074		Contract Number: ED-05-01606-00	
State Agency: Finance and Administration		Division: Mental Retardation Services, West TN Region, Arlington Developmental Center	
Contractor: University of Tennessee Health Science Center		Contractor Identification Number: 626001636-R9	
		34 Pages	
Service Description: Provision of medical, medical related, and medical consultation for the developmentally disabled at Arlington Developmental Center.			
Contract Begin Date: July 1, 2004		Contract End Date: June 30, 2009	
Allotment Code: 339.25 344.10	Cost Center: 30110	Object Code: 25Z-404	Fund: 11
		Grant: <input type="checkbox"/> on STARS	Grant Code: N/A
		Subgrant Code: N/A	
FY	State Funds	Federal Funds	Interdepartmental Funds
2005			\$2,337,088.00
2006			\$2,453,922.00
2007			\$2,576,617.00
2008			\$2,705,448.00
2009			\$2,840,720.00
Total:			\$12,913,776.00
CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: Katherine Marshall, Admin. Services, ADC		Is the Contractor a VENDOR? (per OMB A-133)	
Address: P.O. Box 586, Arlington, TN 38002		Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone: (901) 745-7307		Is the Contractor on STARS?	
Procuring Agency Budget Officer Approval Signature: <i>[Signature]</i> 6/18/04		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractor's Form W-9 Filed with Accounts?	
COMPLETE FOR ALL AMENDMENTS (only)		Funding Certification	
END DATE →	Base Contract & Prior Amendments	Pursuant to T.C.A., Section 9-6-413, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.	
FY:			
FY:			
FY:			
FY:			
FY:			
Total:			

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OFFICE OF
MANAGEMENT SERVICES

SEP 20 2004

**GRANT AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF MENTAL RETARDATION SERVICES
AND
UNIVERSITY OF TENNESSEE**

This Grant, by and between the State of Tennessee, Department of Finance and Administration, Division of Mental Retardation Services, hereinafter referred to as the "State" or "DMRS" and the University of Tennessee (UT), hereinafter referred to as the "Grantee", is for the provision of medical and medical related services, as further defined in the "SCOPE OF SERVICES."

The Grantee is a State of Tennessee institution of higher education.

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide the following full-time equivalent (FTE) salaried services by employees of the University of Tennessee:

- a. For Arlington Developmental Center (ADC): one (1) Medical Director, one (1) Dentist, two (2) Family Nurse Practitioners (FNP), one (1) Coordinator of Field Services, two (2) Bio-Engineering/Assistive Technology Technicians and one (1) Medical Billing Clerk.
- b. For the West Tennessee Regional Office (WTRO): one (1) Speech/Language Pathologist.
- c. Work hours are defined as actual work time as assigned by ADC or WTRO based on an eight (8) hour work day.
- d. Services provided under this Grant are by full-time salaried employees. Personnel guidelines, rules, and benefits will be in accordance with the personnel policies and procedures of the University.

A.2. The Grantee shall provide Specialty Clinics on-site at ADC as follows:

a. Specialty Clinic	Number of Clinics per Fiscal Year
1. Dermatology	12 clinics ✓
2. Otolaryngology (ENT)	12 clinics ✓
3. Ophthalmology	12 clinics ✓
4. Genetics	12 clinics ✓
5. Gastroenterology	12 clinics ✓
6. Gynecology (GYN)	12 clinics ✓
7. Metabolic Bone	60 clinics ✓
8. Neurology	96 clinics
9. Urology	12 clinics ✓

(Specialty clinics are described in section A.6.g.).

- b. All clinical services will be delivered by board-certified specialists or by specialists who are board eligible.
- c. University of Tennessee residents and other disciplines may participate under Grantee supervision in the provision of agreed upon services.
- d. Where practicable, all hospital referrals as a result of Specialty Clinic visit will be to university affiliated hospitals.
- e. Grantee staff (physicians, consultants, and specialists) shall work with the Primary Care Provider's of ADC, who will ensure that agreed upon recommendations are carried out.
- f. All services provided will comply with:
 - 1. Title XIX Medicaid Regulations for Intermediate Care Facilities for Persons with Mental Retardation;
 - 2. Joint Commission on Accreditation of Health Care Organizations Standards;
 - 3. Arlington Developmental Center Policies;
 - 4. ADC Medical/Professional Staff Bylaws; and
 - 5. Tennessee Code Annotated, Title 33.

A.3. The University's Boling Center for Developmental Disabilities (BCDD) will operate a Reproductive Clinic for eligible community based individuals. The services will be coordinated through the Director of the West Tennessee Regional Office (WTRO).

A.4. Other medical and clinical/consultation services may be provided to ADC residents and eligible Community based individuals on grounds at ADC or WTRO on an as needed basis upon mutual agreement between the State and Grantee. It is mutually understood that all units of services and consultations to be provided are estimates and may need adjusting to reflect current needs of ADC, WTRO and the capabilities of the Grantee. The additional medical clinical/consultation services may consist of, but not limited to, the following (i.e.):

- a. Physical Nutrition Management Services/Consultation
- b. General Dentistry - Additional Dentist(s) hours and two (2) Dental Hygienist to supplement Dental Clinic Director in order to staff the ADC Dental Clinic on a weekly basis.
- c. Dental Services - Oral Surgery Services
- d. Limited Laboratory Services
- e. Board Certified Internal Medicine or Pediatrics Physician for Inpatient Medicine Coordination
- f. Radiology
- g. Anesthesiologist to provide Conscious Sedation/general anesthesia
- h. Clinical Pharmacy Services
- i. Electrocardiogram Interpretation Services
- j. Breast Ultrasounds
- k. Mammography
- l. Psychiatry
- m. Neuro developmental Disabilities

A.5. Minimum Qualifications of Grant Contract Staff:

- a. The Grantee's staff serving as FTE Medical Director at ADC must be a licensed Physician with a medical specialty in Neuro-developmental Disabilities;
 1. Must have, at a minimum, five (5) years of management/supervisory experience to supervise the work of all medical staff.
 2. Must have at least five (5) years of experience in serving the developmentally disabled.
 3. Must present credentials, which demonstrate that the Tennessee State Board of Medical Examiners qualifies them.
 4. Must be licensed to practice medicine in the State of Tennessee according to the rules for licensure and practicing as set forth by the "Rules of the Tennessee State Board of Medical Examiners," Chapter 0880-2.
 5. Possess sub-specialty certification in Neuro-developmental Disabilities.
- b. The Grantee's staff serving as FTE Dental Clinic Director at ADC must possess, at a minimum, a Degree in dentistry from an accredited college or university; and
 1. Must have, at a minimum, two (2) years of management/supervisory experience to coordinate the work of dental clinic functions to provide appropriate and medically necessary dental care to the residents of ADC and any eligible community based individuals.
 2. Must have at least two (2) years of experience in serving the developmentally disabled and must possess special competence and experience in the examination and treatment of people with Developmental Disabilities.
 3. Must present credentials, which demonstrate that the TN Board of Dentistry qualifies them.
 4. Must be licensed to practice as a Dentist in the State of Tennessee according to the rules for licensure and practicing as set forth by the "Rules of the Tennessee Board of Dentistry," Chapter 0460-2.
- c. The Grantee's staff serving as FTE Family Nurse Practitioners at ADC must possess, at a minimum, the following:
 1. Licensed to practice in the State of Tennessee according to the rules for licensure and practicing as set forth by the "Rules of the Tennessee Board of Nursing," Chapter 1000-4, Nurse Practitioners.
 2. Must have at least two (2) years of experience in serving the developmentally disabled.
- d. The Grantee's staff serving as FTE Coordinator Field Services at ADC must possess, at a minimum, the following:
 1. Bachelor's degree in Health Care Administration, Business Administration, or Nursing Science;
 2. Four (4) years of experience in health care services with experience in needs assessment or a combination of acceptable education and related health care services.
 3. Knowledge of accounting procedures for budgeting and fiscal reporting.
- e. The Grantee's staff serving as FTE Bio-Engineering/Assistive Technology Technicians at ADC must possess at a minimum:
 1. High School degree.

2. Two years experience as an equipment designer fabricator or possess an ATS Certification (Assistive Technology (RESNA-ATS).
- f. The Grantee's staff serving as FTE Speech/Language Pathologist at WTRO must possess, at a minimum, a master's degree in speech and language pathology including practicum from an accredited college or university set forth by the American Speech Language Hearing Association (ASHA); and
1. Licensed to practice in the State of Tennessee according to the criteria of the rules for licensure and practicing as set forth by the "Rules of Tennessee Board of Communication Disorders and Sciences, Chapter 1370-1, Rules for Speech Pathology and Audio logy."
 2. Must have experience with program development within an organization which emphasized trans-disciplinary model of service utilizing personal outcome planning facilitated by active treatment. The therapist must possess clinical experience to conduct clinical assessments, and provide development for persons with developmental disabilities to address neuro-motor concerns, sensory needs, mealtime positioning needs, adaptive seating needs, bracing needs, positioning needs and functional skills development.
 3. Must adhere to the professional ethical principles and standards for speech and language pathologists set forth by the ASHA and the TN board of Communication Disorders and Sciences.
 4. Must have at least two (2) years experience in professional speech and language therapy work, preferably serving the developmentally disabled.
- g. The Grantee Staff serving as Medical Billing Clerk will possess a High School diploma, and a minimum of two years of medical billing and clerical experience.
- h. All medical clinical/consultation provided by the Grantee will be delivered by board certified specialists or by specialists who are board eligible in their respective area and licensed to practice in the State of Tennessee according to the rules and regulations for licensure and practicing as set forth by the following appropriate rules/guidelines:
1. "Rules of the Tennessee State Board of Medical Examiners", Chapter 0880-2.
 2. "Rules of the Tennessee Board of Dentistry", Chapter 0480-2.
 3. "Rules of the Tennessee Board of Pharmacy", Chapter 1140-1.
 4. "Rules of the Tennessee Board of Dentistry", Chapter 0480-3 (Dental Hygienist).
 5. "Rules of the Tennessee Board of Nursing", Chapter 1000-4.
 6. "Rules of the Tennessee Board of Dietician/Nutritionist Examiners".

A.6. Duties/Responsibilities:

- a. The Medical Director will be responsible for providing, but is not limited to, the following services:
1. Provide full-time services as ADC Medical Director.
 2. Continuous review of physicians and nursing services at ADC.
 3. Review quality assurance activities.
 4. Serve as an external member of ADC/Regional Mortality Review Committee and The Collaboration Committee.

5. Provide general medical consultation as needed.
 6. Review ADC physician guidelines.
 7. Act as liaison between ADC and UT Physicians, Methodist University Hospital, U.T. Bowld Hospital, Regional Medical Center and Ambulatory sites, e.g., MedPlex and the Burn Center for continuity of care.
 8. Oversee the care of inpatient services provided to ADC residents sent to the Medical Center.
 9. Perform duties as Regional Medical Director.
- b. The Dental Clinic Director will be responsible for, but is not limited to, the following services:
1. Provide full-time services as a dentist and dental director to direct and coordinate the Dental Clinic functions encompassing appropriate and medically necessary dental care to the residents of ADC and eligible community based individuals.
- c. The Family Nurse Practitioner(s) will be responsible for, but is not limited to, the following services:
1. Provide physician relief during vacations, educational leave, and illness.
 2. Participate in collecting and making available data for clinical registers.
 3. Assist in Quality Assurance and Infection Control, as needed.
 4. Provide services as a Primary Care Provider at ADC.
- d. The Coordinator of Field Services will be responsible for, but is not limited to the following services:
1. Coordinate medical, psychiatric, and dental services as well as all UT affiliated in-service programs at ADC.
 2. Expenditures and billing for the Grant budget and management of sub-contracts with other health providers.
 3. Coordinate, prepare, and submit the monthly billing to ADC in a timely manner.
- e. The Bio-Engineering/Assistive Technology Technician(s) will be responsible for providing, but is not limited to, the following services:
1. Design, fabricate, select equipment for and implement the ADC Assistive Technology Shop.
 2. Provide training in the use of assistive technology services to ADC staff and WTRO.
- f. The Speech and Language Pathologist assigned to the WTRO will be responsible for providing, but is not limited to, the following services:
1. Evaluate, recommend and implement respective services (speech/language therapy, communications, augmentative/alternative communication (ACC), and/or swallowing therapy) to meet the needs of the community-based individuals. This includes active treatment, staff training, consultation, assessments, programs and related therapy needs for the community home based individuals.
- g. The Grantee shall provide board certified or board eligible physicians/consultants to deliver appropriate services for the following on-site Specialty Clinics at ADC. Each clinic will be one-half day or 4 hours in duration. These services will include:

1. Dermatology. Provide general dermatology services and consult with staff on appropriate care of residents with dermatological problems.
 2. Otolaryngology (ENT). Provide Otolaryngology consultation services including examinations and recommendations for treatment to the ADC Primary Care providers.
 3. Ophthalmology. Provide ophthalmology services monthly for routine eye examinations and treatment of eye disorders. Advise ADC Primary Care Providers in various aspects of eye care.
 4. Genetics. Provide genetic consultations, which will include the screening of ADC residents for any genetic disorders contributing to their placement at ADC. Instruct ADC staff on any needed family consultation regarding inherited genetic disorders.
 5. Gastroenterology. Provide gastroenterology consultation in the management of residents with reflux and other related gastroenterological problems. Assist in screening process for identifying reflux problems in ADC residents and evaluate residents identified to have a reflux problem and recommend and perform appropriate medical interventions and procedures.
 6. Gynecology (GYN). Provide gynecology services to include examinations and recommendations for treatment to ADC Primary Care Providers.
 7. Metabolic Bone. Provide consultation and management for metabolic bone disease and other rheumatological disorders.
 8. Neurology. Provide consultation to include on-site neurology clinic and general Neurological services. Provide continuing consultation for seizure control program at ADC.
 9. Urology. Provide on-site urology consultation. Services will include assessment and services to ADC residents and consultation with staff on appropriate care of residents with urological problems.
- h. The University's BCDD Reproductive Health Clinic's services for the WTRO shall consist of, but not limited to, the following:
1. The BCDD Reproductive Health Clinic will provide space, equipment, nursing services, Depo-Provera Social Work Staff and Clinic Coordination for residents in the Community. Follow-up visits to the clinic will be provided to women receiving Depo-Provera weeks.
 - (a) The BCDD will provide Gynecological Consultation to include annual evaluations and follow-up care.
 - (b) A Social Worker will initiate the intake process, investigate family and home problems and service as a link between the resident, BCDD and the community, including medical, residential, and other providers. The Social Worker will also conduct monthly health-sexuality education groups for both genders. Upon request, the Social Worker will provide ongoing individual/family counseling for residents exhibiting problematic behaviors in the area of sexuality. Monthly updates, via a newsletter, will be provided to area Providers.
 - (c) The Licensed Practical Nurse (LPN) will provide physician assistance and patient assessment, e.g. vital signs, at the LPN level in the BCDD health clinic.
- i. Provide Physical Nutrition Management services/consultation to include, but not limited to, the following:
1. Provide Nutritionist Consultant to coordinate and provide nutritional consultation for complex nutritional problems to include services that coordinate activities of their units and focus same upon functional goals for residents.

- j. Provide additional General Dentistry and Oral Surgery services, as needed, to include the following:
 - 1. Dentist(s) to supplement services provided by the Dental Clinic in order to staff the ADC Dental Clinic on a weekly basis.
 - 2. Provide the services, as needed, of up to two (2) Dental Hygienists in order to supplement staffing on a weekly basis for the ADC Dental Clinic.
 - 3. Oral Surgery at UT College of Dentistry and participating hospitals as needed.
 - 4. In-service training to ADC staff as needed.
- k. Provide limited Laboratory services as follows:
 - 1. Conduct Biochemistry, Cytogenetics and Fragile X testing as requested by ADC.
 - 2. Perform a maximum of two (2) autopsies per contractual fiscal year.
- l. Provide Certified Internal Medicine or Pediatrics Physician for Inpatient Medicine Coordination:
 - 1. Inpatient Coverage (24/7) for class members which includes serving as admitting physician/PCP at Memphis area hospitals.
 - 2. Provide consultative services on Death and Mortality Reviews.
- m. Radiology Services to Include:
 - 1. Radiology BE – Interpretation of plain films
 - 2. Radiology Non Spine – Interpretation of plain films
 - 3. Radiology Spine – Interpretation of spinal films
- n. Provide Anesthesiologist for Conscious Sedation general anesthesia to enhance dental and diagnostic medical services.
- o. Provide Clinical Pharmacy services as needed. These services will include:
 - 1. Clinical Pharmacist services to include nutritional assessments and screening of all ADC Residents as well as consultation and training for ADC staff.
- p. Provide Screening Mammography Follow-ups.
- q. Provide Psychiatry services as needed. These services will include:
 - 1. Provide a psychiatrist to ensure professional care is given to ADC residents and eligible community based individuals having behavioral and psychiatric problems and recommend appropriate medical interventions.
 - 2. Provide in-service training to ADC staff on a mutually agreed upon schedule.
- r. The Grantee through cooperation with Bolling Center for Developmental Disabilities (BCDD) will provide assistance/consultation in the following areas:
 - 1. Therapeutic Services, e.g. Occupational Therapy, Speech Therapy, etc.
 - 2. Neuro developmental Disabilities consultation as needed.
 - 3. Supported and customized employment for the Developmental Disabled.

- s. Continuing education, training activities, conferences that will be covered expenses by ADC:
1. The Grantee will provide a variety of continuing education and training activities for ADC Primary Care Providers, Dentist, Nurses and other licensed therapists at ADC.
 2. Continuing medical education and conferences for University of Tennessee employees who are full-time equivalent.
 3. Reimbursement for registration, travel, meals, or lodgings shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the contract budget.
- t. Provide the services of a medical billing and accounting clerk to prepare monthly invoices for services and tests.
1. Prepare monthly invoices for each billable service including the name, job title, dates and beginning and ending time of each service, number of hours and hourly rate of service, and total of monthly charges allocated between ADC and WTRO.
 2. Prepare monthly invoices with supporting documentation for each billable test including the name of each test, date of test, and name of resident receiving the test with total monthly charges allocated between ADC and WTRO.

A.7. Management of Services: Services provided under this Grant must meet the following guidelines:

- a. Any candidate referred has been screened and deemed qualified and suitable by the Grantee in accordance with the provisions of this Grant Contract.
- b. The Superintendent of ADC or the WTRO Director, whichever is applicable, may review the credentials of the prospective candidate and, if deemed necessary, personally interviewed the candidate.
- c. The Grantee may conduct an investigation to ensure that any prospective candidate meets all the State qualifications for the particular position and can perform the duties as specified in this Grant. Staff recruited must be experienced, certified or licensed as required by the State. Staff must not have been convicted or have current charges outstanding which would constitute a felony or misdemeanor conviction in Tennessee. No candidate shall be referred to the State unless such person meets the conditions of this paragraph.
- d. The Grantee shall forward to the State the name, address, and contact telephone number of each candidate and all applicable and verified documentation as to education and experience, such as transcripts and curriculum vitae, licenses and certifications, and person and professional references. The preceding sentence notwithstanding, all communications directly with a candidate shall be through the Grantee.
- e. The Grantee may coordinate all personal interviews between the candidates and Arlington Developmental Center/West TN Region's representatives. The Grantee will be responsible for all costs relating to interviewing and relocation. These costs may be passed on to the State on the monthly billing statement.
- f. The Grantee shall provide candidates that are willing to work with the developmentally disabled individuals at ADC and the community clientele served and experienced working within an environment receiving oversight from either a lawsuit or conditional settlement agreement.
- g. The Grantee warrants that no candidate who is a former employee of the State of Tennessee shall be referred within six (6) months of such person's final separation from employment with the State of Tennessee or during the period the former employee is eligible for re-employment with the State of Tennessee in accordance with Rule Number 1120-2-10(8) of

the rules of the Tennessee Department of Personnel. Further, no former employee shall be referred who was dismissed for cause, or with or without cause during a probationary period, or resigned not in good standing from employment with the State of Tennessee.

- h. The Grantee shall be responsible for payroll, benefits, workers compensation, withholding of all state and federal taxes.
 - i. The Grantee's staff must be able to maintain good working relationships with peers and campus/community staff.
 - j. The State may judge the Grantee's personnel performance. A performance form, like the State of TN performance job plan and rating format, may be completed routinely on each contract staff. The Grantee agrees to remove and replace (at its own expense) any personnel judged by the State as not providing satisfactory services. The Grantee further agrees not to charge the State for any services performed which the State designates as being unacceptable.
 - k. If ADC or WTRO's respective department head or higher authority determines that a Grantee's employee is incompetent, has engaged in misconduct, or has been negligent, ADC/WTRO has the right to require the contract employee to leave the premises. If so, the Grantee will be contacted immediately. The State's obligation to compensate the Grantee for such individual's services will be limited to the number of hours actually worked.
 - l. The State shall not be obligated to use or continue to use any particular minimum number of personnel throughout the term of the Grant or its extension. The need for professional staff will be based on a review of the client load and available staff of the State of Tennessee at Arlington Developmental Center and/or West Tennessee Regional Office.
 - m. Grant Contract staff assigned to the WTRO will be required to use personal vehicles in providing services to community-based individuals. The State will reimburse the Grantee for the actual miles based on the "State Comprehensive Travel Regulations."
 - n. The State reserves the right, throughout the life of this Grant, to refuse any individual proposed by the Grantee for a given position.
 - o. In the event that a candidate proves unsatisfactory to the State, ADC and/or the WTRO is under no obligation to continue the use of the individual and is only obligated to pay for actual hours provided by the individual.
 - p. In the event that the appropriate department requires staff to sign in and out, contractual staff will also be required to comply. The Grantee will be responsible for including, at billing, a timesheet for each contract employee. ADC/Regional appropriate department head will verify and approve each timesheet, and if applicable, compare with the sign in/out sheet.
 - q. The Grantee will purchase medical, assistive technology and other supplies as needed for successful implementation of this Grant Contract. Any item purchased under this Grant must have prior approval from the Superintendent of Administrative Services of Arlington Developmental Center. The State will retain an interest in the items purchased totally or in part with funds provided under the Grant.
 - r. The Grantee shall provide and update annually each contract staff's credential file.
- A.8. ADC and the Grantee shall appoint a Committee, the Collaboration Committee, to monitor the activities carried out under this Grant. This Committee shall meet at least semi-annually or more frequently as mutually agreed.
- A.9. The Grantee agrees that all services provided will meet or exceed the following standards and laws of which copies of documents are on file at ADC.
- a. Medicaid Regulations for Intermediate Care Facilities for Persons with Mental Retardation.
 - b. Tennessee Code Annotated, Title 33.

- c. Federal Remedial Order, No. 92-2082-ML/A, and the Community Settlement Agreement between the United States Federal Courts and the State of Tennessee.
 - d. Arlington Developmental Center and the West TN Regional Office Medical/Professional Staff Bylaws and Operation Policies.
- A.10. The Grantee's staff must demonstrate proficiency in the English language effectively through written and verbal means. In accordance with Commissioner's Regulations, an applicant for licensure/certification whose application is based on credit granted for the completion of courses of study in a country where English is not the principal language spoken must demonstrate proficiency in English by passing either an acceptable examination in English proficiency or a licensing examination given in English (for example, the NBCOT certification examination) which is acceptable to the State.

B. GRANT TERM:

- B.1. Grant Term. This Grant shall be effective for the period commencing on July 1, 2004 and ending on June 30, 2009. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant exceed Twelve Million Nine Hundred Thirteen Thousand Seven Hundred Seventy-six Dollars and No Cents (\$12,913,776.00). The Grant Budgets, attached and incorporated herein as a part of this Grant as Attachments 1 through 5, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The grant budget amounts are firm for the duration of the grant contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the grant budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this grant contract to date. The Grantee shall submit all invoices to:

Arlington Developmental Center
Attention: Contract Officer
P.O. Box 586
Arlington, TN 38002-0586

All invoices reflecting a hourly rate shall at a minimum, include the name of each individual rendering the service, the individual's job title, the dates of service, the beginning and ending times and the length of time (to the nearest fifteen (15) minute increments) for each date of service, number of hours worked during the period, the hourly/unit rate of compensation, the charges for each monthly date of service, total of charges allocated between ADC and Regional

Office and the total amount of monthly compensation due to the Grantee for the period invoiced. All invoices reflecting services for tests such as Labs Mammograms, will include the name of each test, the date of test, and the name of the resident receiving test, the total monthly charges for all tests rendered, a total of charges allocated between ADC services and Regional Office (community individuals) services and the total amount of compensation due the Grantee for the period invoiced.

All invoices will be reviewed for Grant Contract compliance and cost by the ADC Assistant Superintendent of Administrative Services.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
- C.5. Budget Line-Items. Expenditures, reimbursements, and payments under this grant contract shall adhere to the grant budget. The Grantee may request revisions of grant budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the total grant budget amount. Grant budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total grant budget amount shall require a grant contract amendment.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within sixty (60) days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report.
- If total disbursements by the State pursuant to this grant contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached grant budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this grant contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the grant contract period.
- C.9. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State

shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs involved therein.

- C.10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs.
- C.11. Deductions. Pursuant to *Tennessee Code Annotated*, Section 9-4-804, the State is not to issue warrants for payments to persons who are in default to the State until such arrearages are paid. If applicable to the Grantee, the Grantee agrees that, should such an arrearage exist during the term of this Grant, the State shall have the right to deduct from payments due and owing to the Grantee any and all amounts as are necessary to satisfy the arrearage.

Should a dispute arise concerning payments due and owing to the Grantee under this Grant, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this grant contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. Any liability of the Grantee to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Grantee under this agreement shall be governed by the Tennessee Claims Commission Act, *Tennessee Code Annotated*, Section 9-8-301, et seq.,.
- D.5. Subcontracting. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant pertaining to Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections D.6, D.7, D.8 and D.9). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- D.7. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Accountability. If this Grant involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:
- "NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.
- D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with Department of Finance and Administration, Division of Mental Retardation Services." Any such notices by the Grantee shall be approved by the State.
- D.10. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.11. Records. The Grantee shall maintain documentation for all charges against the State under this Grant. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee

Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.14. Procurement. If the other terms of this Grant allow reimbursement for the cost of goods, materials, supplies, equipment, or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant.

- D.15. Strict Performance. Failure by any party to this Grant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.16. Independent Contractor. The parties hereto, in the performance of this Grant, shall not act as agents, employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.
- D.17. State Liability. The State shall have no liability except as specifically provided in this Grant.
- D.18. Force Majeure. The obligations of the parties to this Grant are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.19. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant.
- D.20. Governing Law. This Grant shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.21. Completeness. This Grant is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.22. Severability. If any terms and conditions of this Grant are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant are declared severable.

D.23. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Vickie Connell, Contract Officer
Arlington Developmental Center
11293 Memphis-Arlington Road, P.O. Box 586
Arlington, TN 38002-0586
(901) 745-7350, office
(901) 745-7251, facsimile

The Grantee:

Judy Pantall, Contract Coordinator
University of Tennessee
62 South Dunlap
Memphis, TN 38163
(901) 448-4077, office
(901) 448-1488, facsimile

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Grant is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.6. Equipment Acquisition. This Grant does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant.
- E.7. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant. Upon termination of this Grant, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.8. Workpapers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis workpapers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant.
- E.9. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.10. HIPAA Compliance. The State and Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Grant.
 - b. Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA

and its regulations, in the course of performance of the Grant so that both parties will be in compliance with HIPAA.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this Grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.11. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of 18 years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant.

E.12. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it and its principles:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Grant been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.13. Drug Abuse Policy. A Drug-Free Workplace Policy for Arlington Developmental Center became effective July 1, 2001. At the expense of the State, a mandatory drug screening is required for all state and grant contract employees upon hire. Thereafter, state and grant contract employees shall be subject to random drug testing.

E.14. Pre-employment Screening. Upon hire and at the expense of the State, state and grant contract employees shall be subject to a pre-employment screening including, but not limited to, fingerprinting.

IN WITNESS WHEREOF:

UNIVERSITY OF TENNESSEE:


Raymond H. Colson, Vice Chancellor/Administration

Date

9/2/09

DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF MENTAL RETARDATION SERVICES,
WEST TENNESSEE REGION:
M.D. Goetz, Jr., Commissioner

Date

9-7-04

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

SEP 08 2004

Date

DEPARTMENT OF PERSONNEL:

N/A

Randy C. Camp, Commissioner

Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

Date

9/10/09

ATTACHMENT 1

GRANT BUDGET

GRANTEE: University of Tennessee

PROGRAM AREA: Medical and Medical Related Specialties

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rds/oct/policy03.pdf>

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: July 1, 2004 through June 30, 2005

POLICY OR Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT
3	Total Personnel (detail attached) Salaries Benefits & Payroll Taxes	\$1,025,564.80	0.00	\$1,025,564.80
4, 15	Professional Fee/ Grant & Award (detail attached) Clinical Services / Consultation	\$1,201,480.00	0.00	\$1,201,480.00
5 8	Non-Personnel (detail attached) Supplies	\$57,013.20	0.00	\$57,013.20
11, 12	Travel/ Conferences & Meetings (detail attached)	\$53,000.00	0.00	\$53,000.00
25	GRAND TOTAL	\$2,337,088.00	0.00	\$2,337,088.00

LINE-ITEM DETAIL FOR: FTE Salaried Staff (Salaries, Benefits & Payroll Taxes)	AMOUNT
Medical Director @ \$161.29 per hour x 2,080 hours per year	\$335,483.20
Dentist Director @ \$86.65 per hour x 2,080 hours per year	\$180,232.00
Family Nurse Practitioner @ \$50.28 per hour x 2,080 hours per year	\$104,582.40
Family Nurse Practitioner @ \$51.79 per hour x 2,080 hours per year	\$107,723.20
Contract/Field Services Coordinator @ \$33.20 per hour x 2,080 hours per year	\$69,056.00
Rehab Technician @ \$29.25 per hour x 2,080 hours per year	\$60,840.00
Rehab Technician @ \$34.43 per hour x 2,080 hours per year	\$71,814.40
Speech Language Pathologist @ \$35.07 per hour x 2,080 hours per year	\$72,945.60
Medical Billing Clerk @ \$11.10 per hour x 2,080 hours per year	\$23,088.00
TOTAL	\$1,026,684.80

LINE-ITEM DETAIL FOR: Professional Fees/ Clinical Services/ Consultation	AMOUNT
Dermatology @ \$764.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,168.00
Otorhinolaryngology (ENT) @ \$764.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,168.00
Gastroenterology @ \$764.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,168.00
Genetics @ \$764.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,168.00
GYN @ \$764.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,168.00
Metabolic Bone Consultant @ \$764.00 per 4 hour clinic session x 60 clinics per fiscal year	\$45,840.00
Neurology @ \$764.00 per 4 hour clinic session x 96 clinics per fiscal year	\$73,344.00
Ophthalmology @ \$764.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,168.00
Urology @ \$764.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,168.00
Anesthesiologist @ \$191.00 per hour (maximum of 75 hours per fiscal year)	\$14,325.00
Bone Densitometry Technician @ \$92.00 per hour (maximum 140 hours per fiscal year)	\$12,880.00
Ultrasound Bone Density Machine Usage @ \$92.00 per hour (maximum 140 hours per fiscal year)	\$12,880.00
Clinical Pharmacist @ \$100.00 per hour (maximum 1,100 hours per fiscal year)	\$110,000.00
Dentist (additional to Director) @ \$150.00 per hour (maximum 1,200 hours per fiscal year)	\$180,000.00
Dental Hygienist @ \$30.00 per hour (maximum 1,200 hours per fiscal year)	\$36,000.00
Oral Surgery @ \$199.00 per hour (maximum 50 hours per fiscal year)	\$9,950.00
Nutritionist @ \$76.00 per hour (maximum 450 hours per fiscal year)	\$34,200.00

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Psychiatrist @ \$191.00 per hour (maximum 1,298 hours per fiscal year)	\$247,918.00	
Therapy Services Consultant @ \$75.00 per hour (maximum 60 hours per fiscal year)	\$3,800.00	
Neuro-developmental @ \$181.00 per hour (maximum 96 hours per fiscal year)	\$18,336.00	
Residents @ \$82.00 per hour (maximum 750 hours per fiscal year)	\$69,000.00	
PNM Expert/Consultant @ \$92.00 per hour (maximum 420 hours per fiscal year)	\$38,640.00	
Autopsy @ \$2,100.00 each (maximum 2 per fiscal year)	\$4,200.00	
EKG Interpretation @ \$18.00 each (maximum 70 per fiscal year)	\$1,120.00	- UTMG
Radiology BE @ \$350.00 each (maximum 1 per fiscal year)	\$350.00	- UTMG
Radiology Non Spine @ \$32.00 each (maximum 450 per fiscal year)	\$14,400.00	- UTMG
Radiology Spine @ \$40.00 each (maximum 10 per fiscal year)	\$400.00	- UTMG
Mammography Screening @ \$140.00 each (maximum 200 per fiscal year)	\$28,000.00	- UTMG
Inpatient Medical Coordinator (24 hours day/7 days a week - 12 months/year) (maximum cost per year)	\$142,500.00	- UTMG
Laboratory (Fragile X) (maximum cost per year)	\$2,000.00	
Laboratory Services limited - i.e., Genetic Testing (maximum cost per year)	\$12,500.00	
BCDD Gynecologist @ \$191.00 per hour (maximum 43 hours per fiscal year)	\$8,213.00	
BCDD LPN @ \$15.60 per hour (maximum 145 hours per fiscal year)	\$2,262.00	
BCDD Training for Community Residents @ \$66.00 per hour (maximum 108 hours per fiscal year)	\$8,998.00	
BCDD Counseling for Community Residents @ \$66.00 per hour (maximum 110 hours per fiscal year)	\$7,260.00	
TOTAL	\$1,201,480.00	

LINE-ITEM DETAIL FOR: NON-PERSONNEL	AMOUNT
Rehabilitation & Miscellaneous Supplies (maximum cost per year)	\$50,013.20
BCDD Supplies/medications for community residents (maximum cost per year)	\$7,000.00
TOTAL	\$57,013.20

LINE-ITEM DETAIL FOR: Travel/Conferences & Meetings	AMOUNT
* CME Lectures (speaker fees), Annual Conference, CME Program (for ADC Employees - Physicians, Nurses, other Licensed Therapists) On-Site at ADC (Maximum cost per year)	\$24,000.00
Conferences/ Profession for UT FTE Staff (includes tuition & travel) (Maximum cost per year)	\$29,000.00
TOTAL	\$53,000.00

ATTACHMENT 2

GRANT BUDGET

GRANTEE: University of Tennessee

PROGRAM AREA: Medical and Medical Related Specialties

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the internet at: <http://www.state.tn.us/finance/rds/dcr/policy03.pdf>

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: July 1, 2006 through June 30, 2006

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT
3	Total Personnel (detail attached) Salaries Benefits & Payroll Taxes	\$1,076,816.00	0.00	\$1,076,816.00
4, 16	Professional Fee/ Grant & Award. (detail attached) Clinical Services / Consultation	\$1,281,767.05	0.00	\$1,281,767.05
6 8	Non-Personnel (detail attached) Supplies	\$59,888.95	0.00	\$59,888.95
11, 12	Travel/ Conferences & Meetings (detail attached)	\$55,650.00	0.00	\$55,650.00
25	GRAND TOTAL	\$2,463,922.00	0.00	\$2,463,922.00

LINE-ITEM DETAIL FOR: FTE Salaried Staff (Salaries, Benefits & Payroll Taxes)	AMOUNT
Medical Director @ \$169.35 per hour x 2,080 hours per year	\$352,248.00
Dentist Director @ \$80.98 per hour x 2,080 hours per year	\$169,238.40
Family Nurse Practitioner @ \$52.80 per hour x 2,080 hours per year	\$109,824.00
Family Nurse Practitioner @ \$54.38 per hour x 2,080 hours per year	\$113,110.40
Contract/Field Services Coordinator @ \$34.88 per hour x 2,080 hours per year	\$ 72,508.80
Rehab Technician @ \$30.71 per hour x 2,080 hours per year	\$ 63,876.80
Rehab Technician @ \$36.15 per hour x 2,080 hours per year	\$ 75,192.00
Speech Language Pathologist @ \$36.82 per hour x 2,080 hours per year	\$ 76,585.60
Medical Billing Clerk @ \$11.85 per hour x 2,080 hours per year	\$ 24,232.00
TOTAL	\$1,076,816.00

LINE-ITEM DETAIL FOR: Professional Fees/ Clinical Services/ Consultation	AMOUNT
Dermatology @ \$802.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,624.00
Otorhinolaryngology (ENT) @ \$802.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,624.00
Gastroenterology @ \$802.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,624.00
Genetics @ \$802.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,624.00
GYN @ \$802.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,624.00
Metabolic Bone Consultant @ \$802.00 per 4 hour clinic session x 60 clinics per fiscal year	\$48,120.00
Neurology @ \$802.00 per 4 hour clinic session x 96 clinics per fiscal year	\$76,992.00
Ophthalmology @ \$802.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,624.00
Urology @ \$802.00 per 4 hour clinic session x 12 clinics per fiscal year	\$9,624.00
Anesthesiologist @ \$200.55 per hour (maximum 75 hours per fiscal year)	\$15,041.25
Bone Densitometry Technician @ \$86.60 per hour (maximum 140 hours per fiscal year)	\$13,524.00
Ultrasound Bone Density Machine Usage @ \$96.80 per hour (maximum 140 hours per fiscal year)	\$13,524.00
Clinical Pharmacist @ \$105.00 per hour (maximum 1,100 hours per fiscal year)	\$115,500.00
Dentist (additional to Director) @ \$157.50 per hour (maximum 1,200 hours per fiscal year)	\$189,000.00
Dental Hygienist @ \$31.50 per hour (maximum 1,200 hours per fiscal year)	\$37,800.00
Oral Surgery @ \$209.00 per hour (maximum 50 hours per fiscal year)	\$10,450.00
Nutritionist @ \$80.00 per hour (maximum 450 hours per fiscal year)	\$36,000.00

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Psychiatrist @ \$200.55 per hour (maximum 1,298 hours per fiscal year)	\$280,313.80
Therapy Services Consultant @ \$80.00 per hour (maximum 50 hours per fiscal year)	\$4,000.00
Neuro-developmental @ \$200.55 per hour (maximum 96 hours per fiscal year)	\$18,252.80
Residents @ \$96.80 per hour (maximum 750 hours per fiscal year)	\$72,450.00
PNM Expert/Consultant @ \$96.80 per hour (maximum 420 hours per fiscal year)	\$40,572.00
Autopsy @ \$2,205.00 each (maximum 2 per fiscal year)	\$4,410.00
EKG Interpretation @ \$17.00 each (maximum 70 per fiscal year)	\$1,190.00
Radiology BE @ \$387.00 each (maximum 1 per fiscal year)	\$387.00
Radiology Non Spine @ \$34.00 each (maximum 450 per fiscal year)	\$15,300.00
Radiology Spine @ \$42.00 each (maximum 10 per fiscal year)	\$420.00
Mammography Screening @ \$147.00 each (maximum 200 per fiscal year)	\$29,400.00
Inpatient Medical Coordinator (24 hours day/7 days a week - 12 months/year - maximum cost per year)	\$148,825.00
Laboratory (Fragile X) (maximum cost per year)	\$2,100.00
Laboratory Services Limited - I.e., Genetic Testing (maximum cost per year)	\$13,125.00
BCDD Gynecologist @ \$201.00 per hour (maximum 43 hours per fiscal year)	\$8,643.00
BCDD LPN @ \$18.38 per hour (maximum 145 hours per fiscal year)	\$2,375.10
BCDD Training @ \$89.00 per hour for community residents (maximum 108 hours per fiscal year)	\$7,314.00
BCDD Counseling @ \$89.00 per hour for community residents (maximum 110 hours per fiscal year)	\$7,590.00
TOTAL	\$1,281,767.05

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LINE-ITEM DETAIL FOR: NON-PERSONNEL	AMOUNT
Rehabilitation & Miscellaneous Supplies (maximum cost per year)	\$52,338.95
BCDD Supplies (maximum cost per year)	\$7,350.00
TOTAL	\$59,688.95

LINE-ITEM DETAIL FOR: Travel/Conferences & Meetings	AMOUNT
* CME Lectures (speaker fees), Annual Conference, CME Program (for ADC Employees - Physicians, Nurses, other Licensed Therapists) On-Site at ADC (Maximum cost per year)	\$25,200.00
Conferences/ Profession for UT FTE Staff (includes tuition & travel) (Maximum cost per year)	\$30,450.00
TOTAL	\$55,650.00

ATTACHMENT 3

GRANT BUDGET

GRANTEE: University of Tennessee

PROGRAM AREA: Medical and Medical Related Specialties

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: July 1, 2005 through June 30, 2007

POLICY as Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT
3	Total Personnel (detail attached) Salaries Benefits & Payroll Taxes	\$1,130,546.40	0.00	\$1,130,546.40
4, 15	Professional Fee/ Grant & Award (detail attached) Clinical Services / Consultation	\$1,323,390.40	0.00	\$1,323,390.40
5 8	Non-Personnel (detail attached) Supplies	\$64,148.20	0.00	\$64,148.20
11, 12	Travel/ Conference & Meetings (detail attached)	\$56,432.00	0.00	\$56,432.00
24	GRAND TOTAL	\$2,576,617.00	0.00	\$2,576,617.00

LINE-ITEM DETAIL FOR: FTE Salaried Staff (Salaries, Benefits & Payroll Taxes)	AMOUNT
Medical Director @ \$177.82 per hour x 2,080 hours per year	\$369,855.80
Dentist Director @ \$95.53 per hour x 2,080 hours per year	\$198,702.40
Family Nurse Practitioner @ \$55.43 per hour x 2,080 hours per year	\$115,294.40
Family Nurse Practitioner @ \$57.10 per hour x 2,080 hours per year	\$118,768.00
Contract/Field Services Coordinator @ \$38.00 per hour x 2,080 hours per year	\$76,128.00
Rehab Technician @ \$32.24 per hour x 2,080 hours per year	\$67,059.20
Rehab Technician @ \$37.98 per hour x 2,080 hours per year	\$78,996.80
Speech Language Pathologist @ \$38.88 per hour x 2,080 hours per year	\$80,412.80
Medical Billing Clerk @ \$12.24 per hour x 2,080 hours per year	\$25,459.20
TOTAL	\$1,130,648.40

LINE-ITEM DETAIL FOR: Professional Fees/ Clinical Services/ Consultation	AMOUNT
Dermatology @ \$842.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,104.00
Otorhinolaryngology (ENT) @ \$842.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,104.00
Gastroenterology @ \$842.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,104.00
Genetics @ \$842.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,104.00
GYN @ \$842.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,104.00
Metabolic Bone Consultant @ \$842.00 per 4 hour clinic session x 80 clinics per fiscal year	\$67,360.00
Neurology @ \$842.00 per 4 hour clinic session x 88 clinics per fiscal year	\$74,096.00
Ophthalmology @ \$842.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,104.00
Urology @ \$842.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,104.00
Anesthesiologist @ \$210.00 per hour (maximum 75 hours per fiscal year)	\$15,750.00
Bone Densitometry Technician @ \$101.00 per hour (maximum 140 hours per fiscal year)	\$14,140.00
Ultrasound Bone Density Machine Usage @ \$101.00 per hour (maximum 140 hours per fiscal year)	\$14,140.00
Clinical Pharmacist @ \$110.25 per hour (maximum 1,100 hours per fiscal year)	\$121,275.00
Dentist (additional to Director) @ \$185.00 per hour (maximum 1,200 hours per fiscal year)	\$198,000.00
Dental Hygienist @ \$33.00 per hour (maximum 1,200 hours per fiscal year)	\$39,600.00
Oral Surgery @ \$218.00 per hour (maximum 50 hours per fiscal year)	\$10,900.00
Nutritionist @ \$84.00 per hour (maximum 450 hours per fiscal year)	\$37,800.00

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Psychiatrist @ \$210.00 per hour (maximum 1,208 hours per fiscal year)	\$273,368.00
Therapy Services Consultant @ \$84.00 per hour (maximum 60 hours per fiscal year)	\$4,200.00
Neuro-developmental @ \$210.00 per hour (maximum 96 hours per fiscal year)	\$20,217.60
Residents @ \$101.00 per hour (maximum 750 hours per fiscal year)	\$75,750.00
PNM Expert/Consultant @ \$101.00 per hour (maximum 420 hours per fiscal year)	\$42,420.00
Autopsy @ \$2,315.00 each (maximum 2 per fiscal year)	\$4,630.00
EKG Interpretation @ \$18.00 each (maximum 70 per fiscal year)	\$1,260.00
Radiology BE @ \$388.00 each (maximum 1 per fiscal year)	\$388.00
Radiology Non Spine @ \$35.00 each (maximum 450 per fiscal year)	\$15,750.00
Radiology Spine @ \$44.00 each (maximum 10 per fiscal year)	\$440.00
Mammography Screening @ \$154.00 each (maximum 200 per fiscal year)	\$30,800.00
Inpatient Medical Coordinator (24 hours day/7 days a week - 12 months/year - maximum cost per year)	\$157,106.00
Laboratory (Fragile X) (maximum cost per year)	\$2,205.00
Laboratory Services limited - i.e., Genetic Testing (maximum cost per year)	\$13,791.00
BCDD Gynecologist @ \$211.00 per hour (maximum 43 hours per fiscal year)	\$9,073.00
BCDD LPN @ \$17.00 per hour (maximum 145 hours per fiscal year)	\$2,465.00
BCDD Training @ \$73.00 per hour for community residents (maximum 106 hours per fiscal year)	\$7,738.00
BCDD Counseling @ \$73.00 per hour for community residents (maximum 110 hours per fiscal year)	\$8,030.00
TOTAL	\$1,323,390.40

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LINE-ITEM DETAIL FOR: NON-PERSONNEL	AMOUNT
Rehabilitation & Miscellaneous Supplies (maximum cost per year)	\$56,431.20
BCDD Supplies (maximum cost per year)	\$7,717.00
TOTAL	\$64,148.20

LINE-ITEM DETAIL FOR: Travel/Conferences & Meetings	AMOUNT
* CME Lectures (speaker fees), Annual Conference, CME Program (for ADC Employees - Physicians, Nurses, other Licensed Therapists) On-Site at ADC (Maximum cost per year)	\$26,460.00
Conferences/ Profession for UT FTE Staff (Includes tuition & travel) (Maximum cost per year)	\$31,872.00
TOTAL	\$58,432.00

ATTACHMENT 4

GRANT BUDGET

GRANTEE: University of Tennessee

PROGRAM AREA: Medical and Medical Related Specialties

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: July 1, 2007 through June 30, 2008

POLICY or Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT
3	Total Personnel (detail attached) Salaries Benefits & Payroll Taxes	\$1,187,243.20	0.00	\$1,187,243.20
4, 15	Professional Fee/ Grant & Award (detail attached) Clinical Services / Consultation	\$1,390,660.00	0.00	\$1,390,660.00
5 6	Non-Personnel (detail attached) Supplies	\$66,191.80	0.00	\$66,191.80
11, 12	Travel/ Conferences & Meetings (detail attached)	\$61,354.00	0.00	\$61,354.00
25	GRAND TOTAL	\$2,705,449.00	0.00	\$2,705,449.00

LINE-ITEM DETAIL FOR: FTE Salaried Staff (Salaries, Benefits & Payroll Taxes)	AMOUNT
Medical Director @ \$186.71 per hour x 2,080 hours per year	\$388,356.80
Dentist Director @ \$100.31 per hour x 2,080 hours per year	\$208,644.80
Family Nurse Practitioner @ \$58.21 per hour x 2,080 hours per year	\$121,076.80
Family Nurse Practitioner @ \$59.96 per hour x 2,080 hours per year	\$124,716.80
Contract/Field Services Coordinator @ \$38.43 per hour x 2,080 hours per year	\$79,934.40
Rehab Technician @ \$33.86 per hour x 2,080 hours per year	\$70,428.80
Rehab Technician @ \$39.86 per hour x 2,080 hours per year	\$82,908.80
Speech Language Pathologist @ \$40.60 per hour x 2,080 hours per year	\$84,448.00
Medical Billing Clerk @ \$12.85 per hour x 2,080 hours per year	\$26,728.00
TOTAL	\$1,187,243.20

LINE-ITEM DETAIL FOR: Professional Fees/ Clinical Services/ Consultation	AMOUNT
Dermatology @ \$884.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,608.00
Otorhinolaryngology (ENT) @ \$884.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,608.00
Gastroenterology @ \$884.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,608.00
Genetics @ \$884.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,608.00
GYN @ \$884.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,608.00
Metabolic Bone Consultant @ \$884.00 per 4 hour clinic session x 60 clinics per fiscal year	\$53,040.00
Neurology @ \$884.00 per 4 hour clinic session x 96 clinics per fiscal year	\$84,864.00
Ophthalmology @ \$884.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,608.00
Urology @ \$884.00 per 4 hour clinic session x 12 clinics per fiscal year	\$10,608.00
Anesthesiologist @ \$221.00 per hour (maximum 75 hours per fiscal year)	\$16,575.00
Bone Densitometry Technician @ \$106.50 per hour (maximum 140 hours per fiscal year)	\$14,910.00
Ultrasound Bone Density Machine Usage @ \$106.50 per hour (maximum 140 hours per fiscal year)	\$14,910.00
Clinical Pharmacist @ \$118.00 per hour (maximum 1,100 hours per fiscal year)	\$127,600.00
Dentist (additional to Director) @ \$173.25 per hour (maximum 1,200 hours per fiscal year)	\$207,900.00
Dental Hygienist @ \$35.00 per hour (maximum 1,200 hours per fiscal year)	\$42,000.00
Oral Surgery @ \$230.00 per hour (maximum 50 hours per fiscal year)	\$11,500.00
Nutritionist @ \$88.00 per hour (maximum 480 hours per fiscal year)	\$39,600.00

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Psychiatrist @ \$221.00 per hour (maximum 1,298 hours per fiscal year)	\$286,858.00
Therapy Services Consultant @ \$88.00 per hour (maximum 50 hours per fiscal year)	\$4,400.00
Neuro-developmental @ \$221.00 per hour (maximum 98 hours per fiscal year)	\$21,218.00
Residents @ \$106.50 per hour (maximum 750 hours per fiscal year)	\$79,875.00
RNM Expert/Consultant @ \$106.50 per hour (maximum 420 hours per fiscal year)	\$44,730.00
Autopsy @ \$2,431.00 each (maximum 2 per fiscal year)	\$4,862.00
EKG Interpretation @ \$19.00 each (maximum 70 per fiscal year)	\$1,330.00
Radiology BE @ \$405.00 each (maximum 1 per fiscal year)	\$405.00
Radiology Non Spine @ \$97.00 each (maximum 450 per fiscal year)	\$16,650.00
Radiology Spine @ \$48.00 each (maximum 10 per fiscal year)	\$480.00
Mammography Screening @ \$162.00 each (maximum 200 per fiscal year)	\$32,400.00
Inpatient Medical Coordinator (24 hours day/7 days a week - 12 months/year- maximum cost per year)	\$164,862.00
Laboratory (Fragile X) (maximum cost per fiscal year)	\$2,315.00
Laboratory Services limited -- i.e., Genetic Testing (maximum cost per fiscal year)	\$14,470.00
BCDD Gynecologist @ \$222.00 per hour (maximum 43 hours per fiscal year)	\$9,546.00
BCDD LPN @ \$18.00 per hour (maximum 145 hours per fiscal year)	\$2,610.00
BCDD Training @ \$76.00 per hour for community residents (maximum 105 hours per fiscal year)	\$8,058.00
BCDD Counseling @ \$76.00 per hour for community residents (maximum 110 hours per fiscal year)	\$8,360.00
TOTAL	\$1,390,660.00

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LINE-ITEM DETAIL FOR: NON-PERSONNEL	AMOUNT
Rehabilitation & Miscellaneous Supplies (maximum cost per year)	\$58,088.80
BCDD Supplies (maximum cost per year)	\$8,103.00
TOTAL	\$66,191.80

LINE-ITEM DETAIL FOR: Travel/Conferences & Meetings	AMOUNT
* CME Lectures (speaker fees), Annual Conference, CME Program (for ADC Employees - Physicians, Nurses, other Licensed Therapists) On-Site at ADC (Maximum cost per year)	\$27,783.00
Conferences/ Profession for UT FTE Staff (includes tuition & travel) (Maximum cost per year)	\$33,571.00
TOTAL	\$61,354.00

ATTACHMENT 8

GRANT BUDGET

GRANTEE: University of Tennessee

PROGRAM AREA: Medical and Medical Related Specialties

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rdg/ocr/policy03.pdf>

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: July 1, 2008 through June 30, 2009

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT
3	Total Personnel (detail attached) Salaries Benefits & Payroll Taxes	\$1,246,606.40	0.00	\$1,246,606.40
4, 16	Professional Fee/ Grant & Award (detail attached) Clinical Services / Consultation	\$1,459,686.00	0.00	\$1,459,686.00
6 8	Non-Personnel (detail attached) Supplies	\$70,005.60	0.00	\$70,005.60
11, 12	Travel/ Conferences & Meetings (detail attached)	\$64,422.00	0.00	\$64,422.00
26	GRAND TOTAL	\$2,840,720.00	0.00	\$2,840,720.00

LINE-ITEM DETAIL FOR: FTE Salaried Staff (Salaries, Benefits & Payroll Taxes)	AMOUNT
Medical Director @ \$195.05 per hour x 2,080 hours per year	\$407,784.00
Dentist Director @ \$105.32 per hour x 2,080 hours per year	\$219,065.60
Family Nurse Practitioner @ \$81.12 per hour x 2,080 hours per year	\$127,128.60
Family Nurse Practitioner @ \$62.98 per hour x 2,080 hours per year	\$130,856.80
Contract/Field Services Coordinator @ \$40.35 per hour x 2,080 hours per year	\$83,948.80
Rehab Technician @ \$35.55 per hour x 2,080 hours per year	\$73,844.00
Rehab Technician @ \$41.85 per hour x 2,080 hours per year	\$87,048.00
Speech Language Pathologist @ \$42.63 per hour x 2,080 hours per year	\$88,670.40
Medical Billing Clerk @ \$13.49 per hour x 2,080 hours per year	\$28,059.20
TOTAL	\$1,246,806.40

LINE-ITEM DETAIL FOR: Professional Fees/ Clinical Services/ Consultation	AMOUNT
Dermatology @ \$928.00 per 4 hour clinic session x 12 clinics per fiscal year	\$11,136.00
Otorhinolaryngology (ENT) @ \$928.00 per 4 hour clinic session x 12 clinics per fiscal year	\$11,136.00
Gastroenterology @ \$928.00 per 4 hour clinic session x 12 clinics per fiscal year	\$11,136.00
Genetics @ \$928.00 per 4 hour clinic session x 12 clinics per fiscal year	\$11,136.00
GYN @ \$928.00 per 4 hour clinic session x 12 clinics per fiscal year	\$11,136.00
Metabolic Bone Consultant @ \$928.00 per 4 hour clinic session x 60 clinics per fiscal year	\$55,680.00
Neurology @ \$928.00 per 4 hour clinic session x 96 clinics per fiscal year	\$89,088.00
Ophthalmology @ \$928.00 per 4 hour clinic session x 12 clinics per fiscal year	\$11,136.00
Urology @ \$928.00 per 4 hour clinic session x 12 clinics per fiscal year	\$11,136.00
Anesthesiologist @ \$232.00 per hour (maximum 75 hours per fiscal year)	\$17,400.00
Bone Densitometry Technician @ \$112.00 per hour (maximum 140 hours per fiscal year)	\$15,680.00
Ultrasound Bone Density Machine Usage @ \$112.00 per hour (maximum 140 hours per fiscal year)	\$15,680.00
Clinical Pharmacist @ \$122.00 per hour (maximum 1,100 hours per fiscal year)	\$134,200.00
Dentist (additional to Director) @ \$182.00 per hour (maximum 1,200 hours per fiscal year)	\$218,400.00
Dental Hygienist @ \$36.00 per hour (maximum 1,200 hours per fiscal year)	\$43,200.00
Oral Surgery @ \$242.00 per hour (maximum 50 hours per fiscal year)	\$12,100.00
Nutritionist @ \$92.00 per hour (maximum 450 hours per fiscal year)	\$41,400.00

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Psychiatrist @ \$232.00 per hour (maximum 1,298 hours per fiscal year)	\$301,136.00
Therapy Services Consultant @ \$92.00 per hour (maximum 50 hours per fiscal year)	\$4,600.00
Neuro-developmental @ \$232.00 per hour (maximum 96 hours per fiscal year)	\$22,272.00
Residents @ \$112.00 per hour (maximum 750 hours per fiscal year)	\$84,000.00
PNM Expert/Consultant @ \$112.00 per hour (maximum 420 hours per fiscal year)	\$47,040.00
Autopsy @ \$2,552.00 each (maximum 2 per fiscal year)	\$5,104.00
EKG Interpretation @ \$20.00 each (maximum 70 per fiscal year)	\$1,400.00
Radiology BE @ \$425.00 each (maximum 1 per fiscal year)	\$425.00
Radiology Non Spine @ \$39.00 each (maximum 450 per fiscal year)	\$17,550.00
Radiology Spine @ \$49.00 each (maximum 10 per fiscal year)	\$490.00
Mammography Screening @ \$170.00 each (maximum 200 per fiscal year)	\$34,000.00
Inpatient Medical Coordinator (24 hours day/7 days a week - 12 months/year - maximum cost per year)	\$173,210.00
Laboratory (Fragile X) (maximum cost per fiscal year)	\$2,431.00
Laboratory Services Limited - i.e., Genetic Testing (maximum cost per fiscal year)	\$15,194.00
BCDD Gynecologist @ \$233.00 per hour (maximum 43 hours per fiscal year)	\$10,019.00
BCDD LPN @ \$18.00 per hour (maximum 145 hours per fiscal year)	\$2,755.00
BCDD Training @ \$80.00 per hour for community residents (maximum 106 hours per fiscal year)	\$8,480.00
BCDD Counseling @ \$80.00 per hour for community residents (maximum 110 hours per fiscal year)	\$8,800.00
TOTAL	\$1,459,886.00

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LINE-ITEM DETAIL FOR: NON-PERSONNEL	AMOUNT
Rehabilitation & Miscellaneous Supplies (maximum cost per fiscal year)	\$61,497.60
BCDD Supplies (maximum cost per fiscal year)	\$3,508.00
TOTAL	\$70,005.60

LINE-ITEM DETAIL FOR: Travel/Conferences & Meetings	AMOUNT
* CME Lectures (speaker fees), Annual Conference, CME Program (for ADC Employees - Physicians, Nurses, other Licensed Therapists) On-Site at ADC (Maximum cost per year)	\$29,172.00
Conferences/ Profession for UT FTE Staff (includes tuition & travel) (Maximum cost per year)	\$35,250.00
TOTAL	\$64,422.00

THE UNIVERSITY OF TENNESSEE



Vice President for Administration and Finance

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(865) 974-2243

FAX (865) 974-1324

February 16, 2005

Mr. Jim White
Executive Director
Fiscal Review Committee
G-19 War Memorial Building
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting this non-competitively bid contract exceeding \$250,000 for comment in accordance with Public Chapter 413, Public Acts of 2003:

Health Science Center Contract with UT Medical Group, Inc.

The University of Tennessee and the State of Tennessee entered into a grant agreement for UT to provide medical and medically related services at the Arlington Development Center from July 1, 2004 through June 20, 2009. In order to fulfill the grant's requirements, the University is contracting for specialty services to provide on-site physician services at Arlington Development Centers for Developmental Disability Fragile Population. It is cost effective for the University to use its own physicians who are already affiliated with UT Medical Group and can render these specialized services. Year-one of the contract (July 1, 2004 - June 30, 2005) is for \$336,871 with the five-year contract totaling \$1,861,180.25. We respectfully request the Committee's consideration for pre-approval for the remaining four years of this contract.

I apologize in advance for submitting this contract for your review after the beginning effective date. Delays were initially caused in finalizing contractual terms. The review process was further delayed by holidays and the request for additional supporting information. All parties involved with these contracts were notified of the need to process contracts timely.

If you have questions or need additional information, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sylvia Shannon Davis".

Sylvia Shannon Davis
Vice President for Administration and Finance

c: Dr. John D. Petersen
Dr. Fred Obear
Mr. Bill Rice